FOR AND IN CONSIDERATION OF ONE and No/100 dollars (1.00), cash in hand paid, and other good and valuable consideration, paid by HESRIT WATER ASSOCIATION. INC. the receipt and sufficiency of all of which is hereby acknowledged, Gary & Glenn Rutherford Grantors, do hereby grant, bargain, sell, transfer convey and warrant unto NESBIT WATER ASSOCIATION INC. grantee, its successors and assigns, a perpetual easement with the right to erect, construct, install and lay and thereafter use, operate, inspect, repair, maintain, replace and remove water mains and lines and connections and necessary appurtenances thereto, UNDERNEATH the following described property situated in DeSoto County, Mississippi, to wit:

A part of the Southeast Quarter (SEX) of Section 25, Township 2 South, Range 8 West, in DeSoto County, Mississippi, being a strip of land 10 feet wide, more particularly described as follows:

Begin at a point at the intersection of the South line of said Section 25 and the West right-of-way line of Interstate Highway 55, then extend right 10.0 feet and run West, along the South line of said Section 25 to the East right of way of U.S. Highway 51, thence run North along said East right-of-way in a Northerly direction to the North line of the grantor's property as recorded in Deed Book 133 Page 217 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Valves may be marked with above ground markers

Together with the right of ingress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted, provided said ingress

does not unreasonably interfere with Grantor's use of premises.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason for the installation of the structures referred to herein and Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damage will result from its use to Grantors premises. This agreement together with

 \star provisions of this grant shall constitute a convenant running with the land for the benefit * of the Grantee, its successors and assigns. The grantors do covenant that they are the owners of the above mentioned land and that said land is free and clear of all encumbrances and liens except the following:

reservations and

** of the Grantors, their successors and assigns and for the benefit

The term water line, as used herein, shall include mains, connections and necessary appurtenances thereto.

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It is expressly understood and agreed that the water line shall be of sufficient size to accomodate fire hydrants, shall be underground, and shall be buried at sufficient depth to allow access across water line to all types of vehicular traffic, regardless of size or weight. The right is reserved to the Grantors to lay out and build over said water line easement any driveway(s), road(s), street(s), railroad(s), or any other structures that the Grantors elect to build or construct.

The easement as granted herein is for water line only and shall not be construed to extend to any other use whatsoever, and any specific reservation Of rights herein shall not prevent the Grantor from exercising any use of the easement area desired by the Grantor, provided that no unreasonable damage to the water line will result from the use of the easement area by Grantor. DEX NECOSECRES NO DESCRIPTION OF A STREET PROCESS OF A PROPERTY OF A PRO

In regard to the building of railroad(s) over easement area, said railroad(s) shall cross the easement within 45 degrees on either side of an east-west line or north-south line or whatever angle is necessary to comply with railroad company regulations or requirements, it being the intent hereof to minimize the amount of rail crossing the easement.

It is expressly understood and agreed that the grantor will have access to the proposed water line on his property and will be charged no more than the customary fee for volume of water or service taps.

Any development of this 79.5 acre tract of land owned by the Grantor will be handled the same as any one else's.

The Association's "Service Rules and Regulations" and "Service Extension Policy" covers such development.

STATE OF TENNESSEE COUNTY OF SHELBY

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W. E. Davis, Chancery Clerk